

## **EXHIBIT I**

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TYCO INTERNATIONAL GROUP S.A.,  
as Issuer

AND

TYCO INTERNATIONAL LTD.,  
as Guarantor

AND

THE BANK OF NEW YORK,  
as Trustee

FIRST SUPPLEMENTAL INDENTURE  
Dated as of November 12, 2003

\$1,000,000,000 of 6% Notes due 2013

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**EXHIBIT A**  
**FORM OF 6% NOTES**

*[Insert the Private Placement Legend and/or the Global Security legend, as applicable]*

6% NOTES DUE 2013

No. [ ] \$[ ]  
CUSIP No. [ ]

TYCO INTERNATIONAL GROUP S.A.

promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] Dollars on November 15, 2013.

Interest Payment Dates: May 15 and November 15

**Record Dates:** The close of business on the date 15 days prior to each interest payment date.

Each holder of this Securityholder, by accepting the same, agrees to and shall be bound by the provisions hereof and of the Indenture described herein, and authorizes and directs the Trustee described herein on such Securityholder's behalf to be bound by such provisions. Each holder of this Securityholder hereby waives all notice of the acceptance of the provisions contained herein and in the Indenture and waives reliance by such Securityholder upon said provisions.

This Security shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose, until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee. The provisions of this Security are continued on the reverse side hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in accordance with Section 2.04 of the Indenture.

Date: November 12

TYCO INTERNATIONAL GROUP S.A.

Name:  
Title:

Name:  
Title:

**Tyco International Group S.A.****6% Notes due 2013**

This security is one of a duly authorized series of debt securities of Tyco International Group S.A., a Luxembourg company (the "Company"), issued or to be issued in one or more series under and pursuant to an Indenture for the Company's unsubordinated debt securities, dated as of November 12, 2003 (the "Base Indenture"), duly executed and delivered by and among the Company, Tyco International Ltd. ("Tyco") and The Bank of New York (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of November 12, 2003 (the "First Supplemental Indenture"), by and among the Company, Tyco and the Trustee. The Base Indenture as supplemented and amended by the First Supplemental Indenture is referred to herein as the "Indenture." By the terms of the Base Indenture, the debt securities issuable thereunder are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Base Indenture. This security is one of the series designated on the face hereof (individually, a "Security," and collectively, the "Securities"), and reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities of the Trustee, the Company, Tyco and the holders of the Securities (the "Securityholders"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Base Indenture or the First Supplemental Indenture, as applicable.

1. Interest. The Company promises to pay interest on the principal amount of this Security at an annual rate of 6%. The Company will pay interest semi-annually on May 15 and November 15 of each year (each such day, an "Interest Payment Date"). If any Interest Payment Date, redemption date or maturity date of this Security is not a Business Day, then payment of interest or principal (and premium, if any) shall be made on the next succeeding Business Day with the same force and effect as if made on the date such payment was due, and no interest shall accrue for the period after such date to the next succeeding Business Day. Interest on the Securities will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of issuance; provided that, if there is no existing Default in the payment of interest, and if this Security is authenticated between a regular record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; and provided, further, that the first Interest Payment Date shall be May 15, 2004. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Holder of this Security is entitled to the benefits of the Registration Rights Agreement. In the event that either (a) the Exchange Offer Registration Statement (as defined in the Registration Rights Agreement) is not filed with the Commission on or prior to the 120 calendar day following the Closing Date (as defined in the Registration Rights Agreement), (b) the Exchange Offer Registration Statement has not been declared effective on or prior to the 180 calendar day following the Closing Date or (c) the Exchange Offer (as defined in the Registration Rights Agreement) is not consummated or a Shelf Registration Statement (as defined in the Registration Rights Agreement) is not declared effective, in either case, on or prior to the 210 calendar day following the Closing Date (each such event referred to in clauses (a) through (c) above, a "Registration Default"), Additional Interest will accrue on the affected

Securities subject to certain exceptions described in the Registration Rights Agreement. The rate of Additional Interest will be one quarter of one percent (0.25%) per annum of the principal amount of such Securities with respect to the first 90-day period during which one or more Registration Defaults is continuing, and thereafter at a rate equal to one-half of one percent (0.5%) per annum of the principal amount of such Securities for the duration one or more Registration Defaults is continuing.

2. Method of Payment. The Company will pay interest on the Securities (except defaulted interest), if any, to the persons in whose name such Securities are registered at the close of business on the regular record date referred to on the facing page of this Security for such interest installment. In the event that the Securities or a portion thereof are called for redemption and the Redemption Date is subsequent to a regular record date with respect to any Interest Payment Date and prior to such Interest Payment Date, interest on such Securities will be paid upon presentation and surrender of such Securities as provided in the Indenture. The principal of and the interest on the Securities shall be payable in the coin or currency of the United States of America that at the time is legal tender for public and private debt, at the office or agency of the Company maintained for that purpose in accordance with the Indenture.

3. Paying Agent and Registrar. Initially, The Bank of New York, the Trustee, will act as paying agent and Security Registrar. The Company may change or appoint any paying agent or Security Registrar without notice to any Securityholder. Tyco, the Company or any of their Subsidiaries may act in any such capacity.

4. Indenture. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date the Indenture is qualified. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and TIA for a statement of such terms. The Securities are unsecured general obligations of the Company and constitute the series designated on the face hereof as the "6% Notes due 2013", initially limited to \$1,000,000,000 in aggregate principal amount.

The Company will furnish to any Securityholder upon written request and without charge a copy of the Base Indenture and the First Supplemental Indenture. Requests may be made to: Tyco International Group S.A., 17 Boulevard Grande Dutchesse Charlotte, L-1331 Luxembourg, Attention: The Managing Directors.

5. Optional Redemption. The Securities will be subject to redemption at the option of the Company on any date prior to the maturity date, in whole or from time to time in part, in \$1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), on written notice given to the Securityholders thereof not less than 30 days nor more than 60 days prior to the date fixed for redemption in such notice (the "Redemption Date"), at a redemption price equal to the greater of (i) 100% of the principal amount of such Securities to be redeemed and (ii) as determined by the Quotation Agent and delivered to the Trustee, the sum of the present values of the remaining scheduled payments of principal and interest thereon due on any date after the Redemption Date (excluding the portion of interest that will be accrued and unpaid to and including the Redemption Date) discounted from their scheduled date of payment to the Redemption Date (assuming a 360-day